

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO

GEORGE E. CHAVEZ,
Plaintiff,

v.

JOSH WEST, UNITED OF OMAHA
LIFE INSURANCE COMPANY,
MUTUAL OF OMAHA, UNUM
INSURANCE COMPANY, JOHN DOE 1-5,
JANE DOE 1-5,
Defendants.

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No. 1:16-CV-00159-RJ-KBM

FINAL JUDGMENT

On this day, the Court entered an Order Granting Defendants Josh West, United of Omaha Life Insurance Company, and Mutual of Omaha Insurance Company's Motion to Dismiss (Doc. 5) and Defendant Unum Life Insurance Company of America's Motion to Dismiss (Doc. 6) Plaintiff George E. Chavez's Complaint (Doc. 1-1) for failure to state a claim upon which relief may be granted under Federal Rule of Civil Procedure 12(b)(6). The Court now enters its Final Judgment pursuant to Federal Rule of Civil Procedure 58.

It is therefore **ORDERED** that Defendants Josh West, United of Omaha Life Insurance Company, and Mutual of Omaha Insurance Company's Motion to Dismiss (Doc. 5) and Defendant Unum Life Insurance Company of America's Motion to Dismiss (Doc. 6) are hereby **GRANTED**. (Docs. 5, 6).

It is further **ORDERED** that Plaintiff's Complaint is **DISMISSED**, and the Parties shall bear their own costs. (Doc. 1-1).


It is further **ORDERED** that Plaintiff's tort claims are **DISMISSED WITH PREJUDICE**. (Doc. 1-1).

It is further **ORDERED** that Plaintiff's breach of contract claims, if any, are **DISMISSED WITHOUT PREJUDICE**.

It is finally **ORDERED** that any pending motions are **DENIED** as moot.

It is so **ORDERED**.

SIGNED this 23 day of June 2016.


ROBERT A. JUNELL
Senior United States District Judge